

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION John Harris,

ATAIN SPECIALTY INSURANCE  
COMPANY,  
Plaintiff

V.

THE NEW KING'S COLONY PROPERTY OWNERS ASSOCIATION, INC., JOHN HARRIS, EVODIO GONZALEZ, ROSEANGELES ALVAREZ, AGUSTIN AVILA, ELVIA AVILA, MIGUEL GALVEZ, JAKELIN GARCIA, GLADIS HERNANDEZ, ALVARO MORALES, MARGARITA OCHOA, ADRIANA RAMIREZ, JUAN MANUEL BUENO GARCIA, MARIA V. GONZALEZ, JUAN ZAPATA LOPEZ, ARMANDO DE ALBA, REYNA M. SANCHEZ, JULIA PARRA LOZA, SANTIAGO OCHOA, EDGAR MARTINEZ PARRA, ALICE OCHOA, MARIA T. HERNANDEZ, and LIDIA LOPEZ DEL RIO

Defendants

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 104

CASE NO.4:16-cv-3579

## ORIGINAL COMPLAINT

TO THE COURT:

ATAIN SPECIALTY INSURANCE COMPANY (“ATAIN”), Plaintiff, files this as its Original Declaratory Judgment Action against THE NEW KING’S COLONY PROPERTY OWNERS ASSOCIATION, INC. (“the ASSOCIATION”), JOHN HARRIS (“HARRIS”), EVODIO GONZALEZ, ROSEANGELES ALVAREZ, AGUSTIN AVILA, ELVIA AVILA, MIGUEL GALVEZ, JAKELIN GARCIA, GLADIS HERNANDEZ, ALVARO MORALES, MARGARITA OCHOA, ADRIANA RAMIREZ, JUAN MANUEL BUENO GARCIA, MARIA V. GONZALEZ, JUAN ZAPATA LOPEZ, ARMANDO DE ALBA, REYNA M. SANCHEZ, JULIA PARRA LOZA, SANTIAGO

OCHOA, EDGAR MARTINEZ PARRA, ALICE OCHOA, MARIA T. HERNANDEZ, and LIDIA LOPEZ DEL RIO (collectively “the Underlying Lawsuit Plaintiffs”). In support of its Original Complaint, ATAIN would show this Court as follows:

**Parties and Service**

1. ATAIN SPECIALTY INSURANCE COMPANY is an insurance company organized in doing business under the laws of the state of Michigan. For purposes of diversity jurisdiction, the nerve center for ATAIN is located in Michigan, and ATAIN is considered a citizen of the state of Michigan.

2. THE NEW KING’S COLONY PROPERTY OWNERS ASSOCIATION, INC. is a property owners Association organized and operating under the laws of the state of Texas. The ASSOCIATION can be served with process through service on Ashlie Management, Inc., at One Financial Plaza, Suite 300, Huntsville, Texas 77340 as its registered agent. For purposes of diversity jurisdiction the ASSOCIATION is considered a citizen of the state of Texas. ATAIN asks that summons be issued so that this party can be served with process.

3. JOHN HARRIS is an individual citizen of the state of Texas, who resides at 1712 North Frazier, Suite 216, Conroe, Texas 77301. For purposes of diversity jurisdiction, HARRIS is a citizen of the state of Texas. ATAIN asks that summons be issued so that service can be obtained on this individual at this time.

4. EVODIO GONZALEZ is an individual citizen of the state of Texas, who resides at 25416 Northhampton, New Caney, Texas 77357. For purposes of diversity jurisdiction, GONZALEZ is a citizen of the state of Texas. ATAIN asks that summons be issued so that service can be obtained on this individual at this time.

5. ROSEANGELES ALVAREZ is an individual citizen of the state of Texas, who resides at 19173 Ruthland, New Caney, Texas 77357. For purposes of diversity jurisdiction, ALVAREZ is a citizen of the state of Texas. ATAIN asks that summons be issued so that service can be obtained on this individual at this time.

6. AGUSTIN AVILA is an individual citizen of the state of Texas, who resides at 263 Sunset Path S, Montgomery, Texas 77316-2911. For purposes of diversity jurisdiction, AVILA is a citizen of the state of Texas. ATAIN asks that summons be issued so that service can be obtained on this individual at this time.

7. ELVIA AVILA is an individual citizen of the state of Texas, who resides at 263 Sunset Path S, Montgomery, Texas 77316-2911. For purposes of diversity jurisdiction, AVILA is a citizen of the state of Texas. ATAIN asks that summons be issued so that service can be obtained on this individual at this time.

8. MIGUEL GALVEZ is an individual citizen of the state of Texas, who resides at 19173 Ruthland, New Caney, Texas 77357. For purposes of diversity jurisdiction, GALVEZ is a citizen of the state of Texas. ATAIN asks that summons be issued so that service can be obtained on this individual at this time.

9. JAKELIN GARCIA is an individual citizen of the state of Texas, who resides at 11503 Bandlon Drive, Houston, Texas 77072. For purposes of diversity jurisdiction, GARCIA is a citizen of the state of Texas. ATAIN asks that summons be issued so that service can be obtained on this individual at this time.

10. GLADIS HERNANDEZ is an individual citizen of the state of Texas, who resides at 19124 Huntingshire, New Caney, Texas 77357. For purposes of diversity jurisdiction, HERNANDEZ is a citizen of the state of Texas. ATAIN asks

that summons be issued so that service can be obtained on this individual at this time.

11. ALVARO MORALES is an individual citizen of the state of Texas, who resides at 19124 Huntingshire, New Caney, Texas 77357. For purposes of diversity jurisdiction, MORALES is a citizen of the state of Texas. ATAIN asks that summons be issued so that service can be obtained on this individual at this time.

12. MARGARITA OCHOA is an individual citizen of the state of Texas, who resides at 25417 Cambridge Blvd., New Caney, Texas 77357. For purposes of diversity jurisdiction, OCHOA is a citizen of the state of Texas. ATAIN asks that summons be issued so that service can be obtained on this individual at this time.

13. ADRIANA RAMIREZ is an individual citizen of the state of Texas, who resides at 5845 Southlea Street, Houston, Texas 77033-1734. For purposes of diversity jurisdiction, RAMIREZ is a citizen of the state of Texas. ATAIN asks that summons be issued so that service can be obtained on this individual at this time.

14. JUAN MANUEL BUENO GARCIA is an individual citizen of the state of Texas, who resides at 19149 Huntingshire, New Caney, Texas 77357. For purposes of diversity jurisdiction, GARCIA is a citizen of the state of Texas. ATAIN asks that summons be issued so that service can be obtained on this individual at this time.

15. MARIA V. GONZALEZ is an individual citizen of the state of Texas, who resides at 19132 Coventry Court, New Caney, Texas 77357. For purposes of

diversity jurisdiction, GONZALEZ is a citizen of the state of Texas. ATAIN asks that summons be issued so that service can be obtained on this individual at this time.

16. JUAN ZAPATA LOPEZ, is an individual citizen of the state of Texas, who resides at 19168 Bedford, New Caney, Texas 77357-1430. For purposes of diversity jurisdiction, LOPEZ is a citizen of the state of Texas. ATAIN asks that summons be issued so that service can be obtained on this individual at this time.

17. ARMANDO DE ALBA is an individual citizen of the state of Texas, who resides at 19040 Nottingham Street, New Caney, Texas 77357. For purposes of diversity jurisdiction, ALBA is a citizen of the state of Texas. ATAIN asks that summons be issued so that service can be obtained on this individual at this time.

18. REYNA M. SANCHEZ is an individual citizen of the state of Texas, who resides at 908 Boyd CT, Pasadena, Texas 77506. For purposes of diversity jurisdiction, SANCHEZ is a citizen of the state of Texas. ATAIN asks that summons be issued so that service can be obtained on this individual at this time.

19. JULIA PARRA LOZA is an individual citizen of the state of Texas, who resides at 25536 Northampton, New Caney, Texas 77357. For purposes of diversity jurisdiction, LOZA is a citizen of the state of Texas. ATAIN asks that summons be issued so that service can be obtained on this individual at this time.

20. SANTIAGO OCHOA is an individual citizen of the state of Texas, who resides at 25417 Cambridge Blvd., New Caney, Texas 77357. For purposes of diversity jurisdiction, OCHOA is a citizen of the state of Texas. ATAIN asks that summons be issued so that service can be obtained on this individual at this time.

21. EDGAR MARTINEZ PARRA is an individual citizen of the state of Texas, who resides at 20043 Old Sorters Road, Porter, Texas 77365-7012. For purposes of diversity jurisdiction, PARRA is a citizen of the state of Texas. ATAIN asks that summons be issued so that service can be obtained on this individual at this time.

22. ALICE OCHOA is an individual citizen of the state of Texas, who resides at 25417 Cambridge Blvd, New Caney, Texas 77357-4595ia. For purposes of diversity jurisdiction, OCHOA is a citizen of the state of Texas. ATAIN asks that summons be issued so that service can be obtained on this individual at this time.

23. MARIA T. HERNANDEZ is an individual citizen of the state of Texas, who resides at 19104 Suffolk, New Caney, Texas 77357. For purposes of diversity jurisdiction, HERNANDEZ is a citizen of the state of Texas. ATAIN asks that summons be issued so that service can be obtained on this individual at this time.

24. LIDIA LOPEZ DEL RIO is an individual citizen of the state of Texas, who resides at 25566 Cambridge Blvd, New Caney, Texas 77357-4596. For purposes of diversity jurisdiction, DEL RIO is a citizen of the state of Texas. ATAIN asks

that summons be issued so that service can be obtained on this individual at this time.

### **Venue and Jurisdiction**

25. Jurisdiction exists in this court because the amount of controversy exceeds \$75,000 exclusive of fees and costs. 28 U.S.C. §1332. In addition, the Plaintiff is diverse in citizenship from all of the Defendants.

26. Venue exists in this court because the matters giving rise to the Declaratory Judgment Action took place in Montgomery County, Texas. 28 U.S.C. §124(b)(2).

### **Background**

27. ATAIN issued a policy of insurance, policy number CIP257171 (the “Policy”) issued by Atain Specialty Insurance Company to the The New King’s Colony Property Owners Association (“the Association”), with a policy period from 11/21/15 to 11/21/16. The Policy provided coverage, subject to the terms, conditions, exclusions, endorsements, limitations and other language for non-profit professional liability insurance, more specifically, for Directors and Officers Liability.

28. The Underlying Lawsuit Plaintiffs allegedly participated in home ownership or purchased unimproved lots subject to the ASSOCIATION. At some point in time, the Plaintiffs filed suit against the ASSOCIATION and HARRIS in state court in an action styled: Cause No. 16-060-6596; *Evodio Gonzalez, Rosangeles Alvarez, Augustin Avila, Elvia Avila, Miguel Galvez, Jakelin Garcia, Gladis Hernandez, Alvaro Morales and Margarita Ochoa, et. al v. The New Kings Colony*

*Property Owners Association, Inc. and John Harris*; in the 284<sup>th</sup> Judicial District Court of Montgomery County (the “Underlying Lawsuit”).

**The Underlying Lawsuit Allegations**

29. In the First Amended Petition in the Underlying Lawsuit, the Underlying Lawsuit Plaintiffs seek recovery against the ASSOCIATION and HARRIS under a variety of theories.

30. By way of background, in the Underlying Lawsuit, the Underlying Lawsuit Plaintiffs claim that New King’s Colony is a subdivision located in Montgomery County, Texas. Individuals purchased unimproved lots on which they can build structures replace mobile homes. The lots have no plumbing, only septic tanks and water wells. Most of the roads in front of the lots are not paved.

31. The Underlying Lawsuit goes on to allege that HARRIS is the president of the ASSOCIATION, as well as the “developer” of the ASSOCIATION, and HARRIS allegedly holds the title to the lots in New King’s Colony until the landowners have made all of their required payments.

32. According to the allegations, when land owners have sought a change in the leadership of the ASSOCIATION, and cast what they felt were apparently enough votes in an election to replace HARRIS, HARRIS would claim to have enough votes to retain the presidency.

33. On or about June 18, 2012, the plaintiffs were informed that the ASSOCIATION desired to “establish a policy to provide adequate annual maintenance assessments to provide for the needs of the various sections of King’s colony subdivision.” The new fee was \$180, double the old fee of \$90.



34. In the Underlying Lawsuit, the Underlying Lawsuit Plaintiffs state they begin paying the increased maintenance fee based on representations that the increased amount would constitute an adequate assessment to provide for needs as set forth in the Declarations of the ASSOCIATION. Allegedly, the ASSOCIATION had no intention of providing for the needs of the landowners, and there is no maintenance of streets, roads, curbs, gutters, sidewalks, and parks, or hardly any paved streets or roads.

35. The Plaintiffs go on to allege that:

Furthermore:

- (1) There have been no constructive projects to improve the community, state, and nation;
- (2) There have been no municipal services and educational and public recreational services and facilities for residents of New King's Colony;
- (3) There has been no acquisition, maintenance or construction of buildings and property for public services and educational and recreational facilities; and
- (4) There has been next to nothing done for the general benefit of the community.

36. Allegedly, the ASSOCIATION and HARRIS simply pocketed the maintenance fee while landowners received nothing in return.

37. Specifically, the Underlying Lawsuit Plaintiffs seek to recover against the Association and Harris under the following theory:

1. Common law fraud based on intentional misrepresentations designed to compel landowners to pay the increased maintenance fee.
38. The Underlying Lawsuit Plaintiffs seek unliquidated damages within the jurisdictional limits of the court as well as exemplary damages based on actual fraud or malice committed by the ASSOCIATION and HARRIS.
39. In addition, the Underlying Lawsuit Plaintiffs seek to pierce the corporate veil and to hold HARRIS personally responsible.
40. After receiving service of the Underlying Lawsuit, the ASSOCIATION and HARRIS sought a defense from ATAIN. ATAIN provided the defense, subject to a reservation of rights.

### **The Policy**

41. The policy from ATAIN contains the following language which applies to eliminate or remove coverage for the claims made in the Underlying Lawsuit from the coverage of the Policy.
42. The non-profit professional liability policy form reads as follows:

#### **Coverage Part A. Non-Profit Directors and Officers Liability**

##### **Does not apply in MI and PA**

NOTICE: This is a Claims Made Policy. This Policy only covers those CLAIMS first made against INSURED during the POLICY PERIOD of Extended Reporting Period, if purchased. DEFENSE COSTS shall be applied against the Retention.

...

### **INSURING AGREEMENTS**

#### **I. COVERAGE**

The **COMPANY** will pay on behalf of the **INSURED** all **LOSS** in excess of the Retention not exceeding the limit of liability for which this coverage applies which the **INSUREDS** shall be legally obligated to pay as a result of any **CLAIM** made against the **INSURED** due to a **WRONGFUL ACT**, provided that the **CLAIM** is first made during the **POLICY PERIOD** and written notice of said **CLAIM** is received by the **COMPANY** no later than sixty (60) days after the expiration date of the **POLICY PERIOD** or during any Extended Reporting Period, if applicable.

IV. DEFINITIONS

- B. (1) **CLAIM** means any demand made upon the **INSURED** for monetary damages, whether formal or informal, written or oral, as result of a **WRONGFUL ACT**.

- H. **INSURED(S)** means the **ENTITY** named in the Declarations as named insured and any individual who was, now is, or shall be a director, officer, trustee, employee, volunteer, or staff member of the **ENTITY** and shall include any executive, board member or committee member whether salaried or not.

**INSURED** shall also include estates, heirs, legal representatives or assigns of deceased persons who were **INSUREDS** at the time of the **WRONGFUL ACT** or when the **CLAIM** is made, and the legal representatives or assigns of the **INSUREDS** in the event of their incompetency, insolvency or bankruptcy.

- I. **LOSS** means any amount which the **INSURED** is legally obligated to pay or which the **ENTITY** shall be required or permitted by law to pay for any **CLAIM** or **CLAIMS** made against them for **WRONGFUL ACTS** and shall include but not be limited to monetary damages, judgments and settlements. **LOSS** shall not include fines or penalties imposed by law and/or any of the following:

- (1) Punitive or exemplary damages or the multiplied portion of any damage award.<sup>1</sup>

---

<sup>1</sup> The definition of "LOSS" is modified by an amendatory endorsement (NPDO0044 11/14) to include punitive damages.

(2) Criminal nor civil fines or penalties.

...

M. **WRONGFUL ACT** means any actual or alleged negligent act, error or omission, misstatement, misleading statement, or breach of duty committed by an **INSURED** in the performance of duties on behalf of the **ENTITY**.

...

## V. **EXCLUSIONS**

This policy does not apply to:

A. Any **CLAIM** based upon, alleging or arising out of the gaining of any personal profit or advantage which the **INSURED** is not legally entitled.

B. Any **CLAIM** based upon or arising out of any **INSURED** committing in fact, any fraudulent or dishonest act, however, notwithstanding the foregoing, the **INSURED** shall be protected under the terms of this policy as to any **CLAIMS** upon which suit is brought against them by reason of any alleged dishonesty on the part of the **INSURED**, unless a judgment or other final adjudication thereof, adverse to the **INSURED**, shall establish that acts of active and deliberate dishonesty committed by the **INSURED** with actual dishonest purpose and intent, were material to the cause of action so adjudicated.

...

I. Any **CLAIM** alleging, based upon or arising out of **CLAIMS**, demands or actions seeking relief or redress in any form other than money damages, or for claimant/plaintiff attorney fees or expenses relating to **CLAIMS**, demands or actions seeking relief or redress in any form other than money damages.

J. Any **CLAIMS**, demand or actions seeking relief or redress for either a willful, intentional, knowing, tortious or negligent breach of, failure to perform in whole or part, any oral, written or implied contract between the **INSURED** and any other person, except any oral, written or implied contract relating to that persons employment by the **INSURED**.

43. In addition, the Policy contains a Builder/Developer Exclusion Endorsement that reads as follows:

**ENDORSEMENT**

**This Endorsement modifies insurance provided under the following:**

**NON PROFIT DIRECTORS & OFFICERS LIABILITY  
BUILDER/DEVELOPER EXCLUSION ENDORSEMENT**

In consideration of the premium paid, it is agreed that the Company shall not be liable to make any payment for **LOSS or CLAIM EXPENSES** in connection with any **CLAIM** made against any **INSURED** based upon, arising out of, directly or indirectly resulting from, in consequence of, any Claim made by or against any builder, developer, builder/owner, or developer/owner.

All other terms and conditions of the Policy remain unchanged. This endorsement is a part of your Policy and takes effect on the effective date of your Policy, unless another effective date is shown below.

**This Endorsement changes the policy. Please read it carefully.**

**Relief Sought**

44. Because the terms, conditions, exclusions, definitions and language of the Policy eliminates the claims made in the Underlying Lawsuit from coverage, ATAIN seeks a declaration from this court that the claims made in the Underlying Lawsuit are not covered by the Policy. ATAIN further seeks a declaration that ATAIN has no duty to defend the ASSOCIATION or HARRIS for the claims made in and which form the basis of the Underlying Lawsuit. Finally, ATAIN seeks a declaration from this court that ATAIN has no duty to provide indemnity for or to the ASSOCIATION or HARRIS, or to any person or entity that obtains a judgment against the ASSOCIATION or HARRIS in the Underlying Lawsuit. ATAIN seeks this relief pursuant to 28 U.S.C §§ 2201 and 2202.

**Prayer**

45. After a trial, or after dispositive motions, ATAIN prays this Court order and declare the following:

a. That no coverage exists under ATAIN SPECIALTY INSURANCE COMPANY policy number CIP257171 for the claims made in and which form the basis of that particular lawsuit styled: Cause No. 16-060-6596; *Evodio Gonzalez, Rosangeles Alvarez, Augustin Avila, Elvia Avila, Miguel Galvez, Jakelin Garcia, Gladis Hernandez, Alvaro Morales and Margarita Ochoa, et. al v. The New Kings Colony Property Owners Association, Inc. and John Harris*; in the 284<sup>th</sup> Judicial District Court of Montgomery County;

b. That, under policy number CIP257171, ATAIN SPECIALTY INSURANCE COMPANY has no duty to defend either THE NEW KING'S COLONY PROPERTY OWNERS ASSOCIATION, INC. or JOHN HARRIS against claims made in and which form the basis of that particular lawsuit styled: Cause No. 16-060-6596; *Evodio Gonzalez, Rosangeles Alvarez, Augustin Avila, Elvia Avila, Miguel Galvez, Jakelin Garcia, Gladis Hernandez, Alvaro Morales and Margarita Ochoa, et. al v. The New Kings Colony Property Owners Association, Inc. and John Harris*; in the 284<sup>th</sup> Judicial District Court of Montgomery County;

c. That, under policy number CIP257171, ATAIN SPECIALTY INSURANCE COMPANY has no duty to indemnify either THE NEW KING'S COLONY PROPERTY OWNERS ASSOCIATION, INC. or JOHN HARRIS or any other person or entity that may receive a judgment or award for claims made in and which form the basis of that particular lawsuit styled: Cause No. 16-060-6596; *Evodio Gonzalez, Rosangeles Alvarez, Augustin Avila, Elvia Avila, Miguel*

*Galvez, Jakelin Garcia, Gladis Hernandez, Alvaro Morales and Margarita Ochoa, et. al v. The New Kings Colony Property Owners Association, Inc. and John Harris;*  
in the 284<sup>th</sup> Judicial District Court of Montgomery County;

d. That ATAIN SPECIALTY INSURANCE COMPANY receive all other relief, general or special, at law or in equity, to which it shows itself entitled to receive.

Respectfully submitted,

BUSH & RAMIREZ, PLLC

By: /s/ George T. Jackson

George T. Jackson

FED ID: 15072

TBN: 10466950

5615 Kirby Drive, Suite 900

Houston, Texas 77005

(713) 626-1555 telephone

(713) 622-8077 fax

[Gjackson.atty@bushramirez.com](mailto:Gjackson.atty@bushramirez.com)

**Attorneys for Plaintiff,  
Atain Specialty Insurance Company**